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JS-6

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 BOARD OF TRUSTEES OF THE SHEET)
12 METAL WORKERS PENSION PLAN OF)
13 SOUTHERN CALIFORNIA, ARIZONA)
14 AND NEVADA; BOARD OF TRUSTEES)
15 OF THE SHEET METAL WORKERS)
16 HEALTH PLAN OF SOUTHERN)
17 CALIFORNIA, ARIZONA AND NEVADA;)
18 BOARD OF TRUSTEES OF THE SHEET)
19 METAL WORKERS LOCAL 88 SECTION)
20 401(k) PLAN; BOARD OF TRUSTEES)
21 OF THE SOUTHERN NEVADA AIR)
22 CONDITIONING & SHEET METAL)
23 CONTRACTORS' ASSOCIATION, INC.;)
24 BOARD OF TRUSTEES OF THE SHEET)
25 METAL WORKERS 88 RETIREE)
26 HEALTH PLAN; BOARD OF TRUSTEES)
27 OF THE LOCAL 88 INDUSTRY)
28 STABILIZATION PROGRAM; and)
BOARD OF TRUSTEES OF THE LOCAL)
88 APPRENTICE TRAINING AND)
JOURNEYMAN EDUCATIONAL FUND ,)
Plaintiffs,)

Case No. CV-09-9383 SJO (AGRx)

ORDER ON STIPULATION FOR
JUDGMENT

v.

23 MAXIMUM ENTERPRISES, LLC dba)
24 MAXIMUM REFRIGERATION; BRIAN)
25 MADISON HARRIS; PATRICIA JEANNE)
26 HARRIS; and JOSEPH BERNARD)
27 ENGLISH, individuals,)

Defendants.

1 Pursuant to the Stipulation by and between Plaintiffs, Board of Trustees of the Sheet
2 Metal Workers Pension Plan of Southern California, Arizona and Nevada; Board of
3 Trustees of the Sheet Metal Workers Health Plan of Southern California, Arizona and
4 Nevada; Board of Trustees of the Sheet Metal Workers Local 88 Section 401(k) Plan;
5 Board of Trustees of the Southern Nevada Air Conditioning & Sheet Metal Contractors'
6 Association, Inc.; Board of Trustees of the Sheet Metal Workers 88 Retiree Health Plan;
7 Board of Trustees of the Local 88 Industry Stabilization Program; and Board of Trustees of
8 the Local 88 Apprentice Training and Journeyman Educational Fund, (collectively the
9 "Plans" or the "Trust Funds"), and defendants, Brian Madison Harris and Patricia Jeanne
10 Harris, (collectively "Individual Defendants"); Maximum Enterprises, LLC dba Maximum
11 Refrigeration ("the Company") (collectively "Defendants"), the Court has considered the
12 matter fully and concluded that good cause exists to approve the parties' Stipulation in its
13 entirety.
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16 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

17 1. The Company and the Individual Defendants are indebted to the Plans in the
18 amount of \$52,444.86. Said amount is comprised of contributions in the amount of
19 \$25,109.15 for the delinquent work months of October 2009 (\$6,513.96), November 2009
20 (\$12,219.88) and December 2009 (\$6,375.31); liquidated damages and late filing fees in
21 the amount of \$19,324.79 for all delinquent work months through December 2009; interest
22 at 10% per annum in the amount of \$2,510.92; reimbursement of plaintiffs' reasonable fees
23 (\$5,000.00), and reimbursement of plaintiffs' recoverable costs of suit (\$500).
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25 2. Judgment may be entered in this case in favor of the Plans and against the
26 Company and Individual Defendants jointly and severally, in the amount of \$52,444.86 in
27 delinquent employee benefit plan contributions, liquidated damages, attorney fees and
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1 costs, together with post-judgment interest thereon at the rate of 10% per annum as of the
2 date of the Judgment.

3 3. The Company and Individual Defendants may satisfy the judgment by paying
4 a total of \$44,433.94. Specifically, the Company and Individual Defendants shall pay
5 \$25,109.15 for the delinquent work months of October 2009 (\$6,513.96), November 2009
6 (\$12,219.88) and December 2009 (\$6,375.31) and liquidated damages in the amount of
7 \$19,324.79 for all delinquent work months through December 2009, by making installments
8 pursuant to the following installment plan: One installment of \$25,109.15 shall be made on
9 or by May 1, 2010, followed by a final installment for liquidated damages in the amount of
10 \$19,324.79 on or by June 1, 2010. There will be an eye towards lessening the amount of
11 liquidated damages assessed in this paragraph if the Defendants remain in compliance
12 with the terms of this Stipulation and pay timely for the duration of the Stipulation. Each
13 and every installment payment must be made by fully negotiable check or cashier's check
14 payable to the "Sheet Metal Workers Trust Funds," and must be received on the due dates
15 stated above in the offices of the Sheet Metal Benefit Plan Administrative Corp., attention
16 Tasi Hernandez, 111 N. Sepulveda Blvd., Ste. 100, Manhattan Beach, California 90266.

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19 4. In the event the Company and Individual Defendants, and any of them, fail to
20 comply with any of the provisions set forth in paragraphs 5 or 8 above, or any other
21 provision of this Stipulation, the entire amount of the judgment, less any payments actually
22 received at the time of such default, shall become immediately due and payable to the
23 Plans from the Company and Individual Defendants, plus interest on such unpaid amounts
24 at the annual rate of ten percent.

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26 5. This Court may retain jurisdiction over this matter through October 2010, to
27 enforce the terms of any judgment entered hereunder, to order appropriate injunctive and
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1 equitable relief, to make appropriate orders of contempt, and to increase the amount of
2 judgment based upon additional sums owed to the Plans by defendants. Supplemental
3 judgments may be entered in this action against the Company and Individual Defendants
4 and in favor of the Plans for such sums as may be determined by the Plans and
5 established upon application to the Court by declaration and noticed motion.
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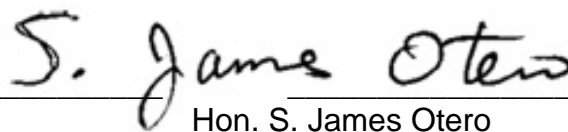
7 6. The Plans shall have the right, upon twenty (20) days reasonable request
8 made in writing, to audit or examine any books or records relating to the financial condition
9 of the Company to ensure compliance with the terms of this Stipulation.

10 7. This Stipulation does not limit the Trust Funds' right to file additional court
11 actions to collect any additional sums owed should the Trust Funds discover further
12 moneys owed to the Plans.
13

14 8. In the event any litigation becomes necessary to enforce any term or terms of
15 this Stipulation, the prevailing party or parties shall be awarded and shall recover all
16 reasonable attorneys' fees and costs of suit.
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18 **IT IS SO ORDERED.**
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21 Dated: __4/2/10__


Hon. S. James Otero